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FEE TRANSMITTAL for FY 2001

Patent fees are subject to annual revision.

TOTAL AMOUNT OF PAYMENT	(\$ 160)
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Complete if Known	
Application Number	09/681530
Filing Date	4/24/2001
First Named Inventor	Wheeler, David B.
Examiner Name	Unknown
Group Art Unit	2183
Attorney Docket No.	800528

METHOD OF PAYMENT		FEE CALCULATION (continued)			
1. <input type="checkbox"/>	The Commissioner is hereby authorized to charge indicated fees and credit any overpayments to:	3. ADDITIONAL FEES Large Entity Small Entity Fee Code Fee Code Fee Description Fee Fee Fee Code (\$) Code (\$) Code (\$)			
Deposit Account Number <input type="text"/> Deposit Account Name <input type="text"/>		Fee Code	Fee Code	Fee Description	Fee Paid
<input type="checkbox"/> Charge Any Additional Fee Required Under 37 CFR 1.16 and 1.17 <input checked="" type="checkbox"/> Applicant claims small entity status. See 37 CFR 1.27		105	130	205 65 Surcharge – late filing fee or oath	65
		127	50	227 25 Surcharge – late provisional filing fee or cover sheet	
		139	130	139 130 Non-English specification	
		147	2,520	147 2,520 For filing a request for ex parte reexamination	
		112	920*	112 920* Requesting publication of SIR prior to Examiner action	
		113	1,840*	113 1,840* Requesting publication of SIR after Examiner action	
		115	110	215 55 Extension for reply within first month	55
		116	390	216 195 Extension for reply within second month	
		117	890	217 445 Extension for reply within third month	
		118	1,390	218 695 Extension for reply within fourth month	
		128	1,890	228 945 Extension for reply within fifth month	
		119	310	219 155 Notice of Appeal	
		120	310	220 155 Filing a brief in support of an appeal	
		121	270	221 135 Request for oral hearing	
		138	1,510	138 1,510 Petition to institute a public use proceeding	
		140	110	240 55 Petition to revive – unavoidable	
		141	1,240	241 620 Petition to revive – unintentional	
		142	1,240	242 620 Utility issue fee (or reissue)	
		143	440	243 220 Design issue fee	
		144	600	244 300 Plant issue fee	
		122	130	122 130 Petitions to the Commissioner	
		123	50	123 50 Processing fee under 37 CFR 1.17(q)	
		126	180	126 180 Submission of Information Disclosure Stmt	
		581	40	581 40 Recording each patent assignment per property (times number of properties)	40
		146	710	246 355 Filing a submission after final rejection (37 CFR § 1.129(a))	
		149	710	249 355 For each additional invention to be examined (37 CFR § 1.129(b))	
		179	710	279 355 Request for Continued Examination (RCE)	
		169	900	169 900 Request for expedited examination of a design application	
		Other fee (specify) _____		SUBTOTAL (3) (\$ 160)	
*Reduced by Basic Filing Fee Paid					

SUBMITTED BY		Complete if applicable		
Name (Print/Type)	Douglas D. Russell	Registration No. (Attorney/Agent)	40152	Telephone 512-338-4601
Signature	<i>Douglas D. Russell</i>	Date	<i>July 31, 2001</i>	

WARNING: Information in this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.



Please type a plus sign (+) inside this box

→ +

8 SECter
PTO/SB/21 (08-00)

Approved for use through 10/31/2002. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paper Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

TRANSMITTAL FORM

(to be used for all correspondence after initial filing)

TRANSMITTAL FORM		Application Number	09/681530
		Filing Date	Apr 24, 2001
		First Named Inventor	Wheeler, David B.
		Group Art Unit	2183
		Examiner Name	Unknown
Total Number of Pages in This Submission	33	Attorney Docket Number	800528

ENCLOSURES (check all that apply)

<input checked="" type="checkbox"/> Fee Transmittal Form <input checked="" type="checkbox"/> Fee Attached <input checked="" type="checkbox"/> Amendment / Reply <input type="checkbox"/> After Final <input checked="" type="checkbox"/> Affidavits/declaration(s) <input checked="" type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement <input type="checkbox"/> Certified Copy of Priority Document(s) <input checked="" type="checkbox"/> Response to Missing Parts/ Incomplete Application <input checked="" type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53	<input checked="" type="checkbox"/> Assignment Papers (for an Application) <input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input type="checkbox"/> Power of Attorney, Revocation Change of Correspondence Address <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s)	<input type="checkbox"/> After Allowance Communication to Group <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to Group (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input checked="" type="checkbox"/> Other Enclosure(s) (please identify below): <ul style="list-style-type: none"> ■ Declarations of Facts by Gail Taylor Russell and Douglas D. Russell and copies of documents supporting nonsigning inventor status (19 pages); ■ Credit Card Payment Form (PTO-2038); and ■ Return receipt postcard.
Remarks		

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

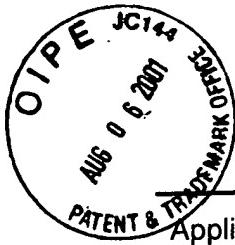
Firm or Individual name	Taylor Russell & Russell, P.C.
Signature	
Date	July 31, 2001

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231 on this date: Aug 1, 2001

Type or printed name	Ellen Huffman	Date	Aug 1, 2001
Signature			

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. This will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

#3

Applicant(s): Wheeler, et al.

Application No.: 09/681,530

Group Art Unit: 2183

Filed: 4/24/01

Title: System and Method for Determining User Identity Fraud Using Similarity Searching

Examiner: Unknown

Attorney Docket No.: 800528

Box Missing Parts
Assistant Commissioner for Patents
Washington, D.C. 20231

RESPONSE TO NOTICE TO FILE MISSING PARTS OF
NONPROVISIONAL APPLICATION FILED UNDER 37 CFR 1.153(b)

Dear Sir:

In response to the Notice to File Missing Parts of Nonprovisional Application Filed Under 37 CFR 1.153(b), enclosed are the following items and fees required to complete the above-referenced application:

- (1) Petition for Extension of Time Under 37 CFR 1.136(a);
- (2) Declaration for Utility Patent Application (PTO/SB/01) signed by all but one inventor (nonsigning inventor) Paul Leury;
- (3) Recordation Cover Sheet (PTO-1595) and Assignments of Invention and Patent Application executed by inventors David B. Wheeler, John R. Ripley and Steven C. Wotring;
- (4) Declaration of Facts by Gail Taylor Russell and copies of documentary evidence supporting nonsigning inventor status of Paul Leury (Declaration and Assignment Documents signed by all but one inventor, cover letters of instruction and employment agreement);
- (5) Declaration of Facts by Douglas D. Russell and copies of documentary evidence supporting nonsigning inventor status of Paul Leury (cover letter of instruction and certified mail return receipt);
- (6) Credit Card Payment Form (PTO-2038); and
- (7) A return receipt postcard.

Respectfully Submitted,

Date

July 31, 2001

Douglas D. Russell, Reg. No. 40152
Attorney for Applicant

Taylor Russell & Russell, P.C.
4807 Spicewood Springs Road
Building One, Suite 1200
Austin, Texas 78759
Tel. 512-338-4601
Fax 512-338-4651

#3



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
09/681,530	04/24/2001	David B. Wheeler	800528

CONFIRMATION NO. 9716

23372
TAYLOR RUSSELL & RUSSELL, PC
4807 SPICEWOOD SPRINGS ROAD
BUILDING ONE, SUITE 1200
AUSTIN, TX 78745

FORMALITIES LETTER



OC000000008079247

Date Mailed: 05/15/2001

NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)

Filing Date Granted

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given **TWO MONTHS** from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The oath or declaration is missing.
A properly signed oath or declaration in compliance with 37 CFR 1.63, identifying the application by the above Application Number and Filing Date, is required.
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$65 for a small entity in compliance with 37 CFR 1.27, must be submitted with the missing items identified in this letter.
- **The balance due by applicant is \$ 65.**

*A copy of this notice **MUST** be returned with the reply.*

[Handwritten signature]
Customer Service Center

Initial Patent Examination Division (703) 308-1202

PART 2 - COPY TO BE RETURNED WITH RESPONSE

08/08/2001 EABUBAK1 00000010 09681530

01 FC:205

65.00 OP

INFOGLIDE



INFOGLIDE

CORPORATION

11100 METRIC BOULEVARD, SUITE 750

AUSTIN, TEXAS 78758

TEL: 512-532-3500

FAX: 512-532-3505

www.infoglide.com

June 6, 2001

Mr. Paul Leury
1001 Hunters Creek Drive
Cedar Park, TX 78613

RE: System and Method for Determining User Identity Fraud Using Similarity
Searching – (Generic Architecture)
File No. 800528

Dear Paul:

Enclosed is a set of Declaration and Assignment forms we have received from the patent office that need your signature. Please sign these at your earliest convenience and return to me in the enclosed envelope. Please note that the Assignment must be signed in the presence of a Notary Public.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in black ink that appears to read "Karen Hart".

Karen Hart
Legal Assistant

INFOGLIDE



INFOGLIDE

CORPORATION

11100 METRIC BOULEVARD, SUITE 75

AUSTIN, TEXAS 78758

TEL: 512-532-3500

FAX: 512-532-3505

www.infoglide.com

June 27, 2001

2ND REQUEST

Mr. Paul Leury
1001 Hunters Creek Drive
Cedar Park, TX 78613

RE: System and Method for Determining User Identity Fraud Using Similarity
Searching – (Generic Architecture)
File No. 800528

Dear Paul:

Please be advised that the enclosed is a set of Declaration and Assignment forms we have received from the patent office that need your signature. Please sign these at your earliest convenience and return to me in the enclosed envelope. Please note that the Assignment must be signed in the presence of a Notary Public.

Thank you for your attention in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen Hart".

Karen Hart
Legal Assistant



InfoGlide Corporation

EMPLOYEE CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

In consideration of my employment, or continued employment and the attendant benefits to me as a result thereof, InfoGlide and I agree as follows:

1. DEFINITIONS.

a. "Confidential Information" shall mean all documentation, software, know-how and information relating to the past, present, or future business of InfoGlide Corporation (including the former company Detective Tools) including but not limited to, any technical and scientific information, any information relating to software architecture, design or code, any research and development information, any plans or projections, any customer lists, advertiser lists, supplier lists, customer sales analyses, price lists and any other non-public information concerning InfoGlide's business. Confidential Information shall not include: (1) information disclosed publicly in published materials or (2) information generally known in the industry. In addition Confidential Information shall not include the general knowledge and experience obtained by me during my employment with InfoGlide.

b. "Work Product" shall mean all documentation, software, know-how and information including but not limited to technical and scientific information, software architecture, design and code, and research and development information, created, in whole or in part, by me within the scope of my duties during my employment by InfoGlide, whether or not copyrightable or otherwise protectable including inventions. Work Product does not include work which (1) I do entirely by myself without use of InfoGlide's facilities, property, Work Product, or resources, and (2) I do the work entirely on my own time, and (3) the work does not relate to InfoGlide's business or its planned business.

2. COMPANY CONFIDENTIALITY. I acknowledge that in the course of my employment, I will gain access to and may gain possession of Confidential Information of InfoGlide. I agree to keep all Confidential Information strictly confidential and not to use Confidential Information for any purpose or disclose Confidential Information to any person or entity (a) during my employment, except as expressly authorized by and for the benefit of InfoGlide and in the course of my duties as an employee or (b) at any time after my employment ends.

3. RETURN OF PROPERTY. At the time that my employment terminates, or at any other time that InfoGlide so requests, I will turn over to InfoGlide all Work Product and property of InfoGlide and all Confidential Information in any form. I will not keep any copies of such materials.

4. **WORK PRODUCT BELONGS TO INFOGLIDE.** All Work Product shall be the sole property of InfoGlide. InfoGlide shall be the sole owner of all patents, copyrights and other rights relating to Work Product. I acknowledge that all Work Product is work for hire that becomes property of InfoGlide, and I assign to InfoGlide any and all rights that I may have or acquire in all Work Product.

5. **AGREEMENT TO DISCLOSE.** I agree to disclose promptly to InfoGlide or its authorized agent all information regarding Work Product as soon as is possible. I agree to maintain accurate and adequate records of all Work Product.

6. **DUTY TO COOPERATE.** At all times during and after my employment, I agree to perform all tasks and execute all papers necessary or appropriate to grant InfoGlide the full benefits granted in this Agreement or to facilitate InfoGlide's securing and enforcing all rights pertaining to this Agreement.

7. **COMPETITIVE ACTIVITIES.**

a. During the period of my employment with InfoGlide, I will not:

i. Perform any services for any person or entity competing with InfoGlide;

ii. Compete with any products or services marketed or offered by InfoGlide; and

b. For a period of 12 months after my employment with InfoGlide, I will not:

i. Perform any services for any person or entity competing with InfoGlide;

ii. Compete with any products or services marketed or offered by InfoGlide;

iii. Solicit or contact customers of InfoGlide;

iv. Solicit other employees of InfoGlide to leave InfoGlide.

8. **ADJUSTMENT OF RESTRAINTS BY A COURT OF LAW.** If the period of time or the geographic scope of any non-competition or non-solicitation restraint area specified in this Agreement is judged by a court to be unreasonable, I agree that the time

and/or geographic scope for such restraint will be reduced so that the restraint can be enforced in such area and for such time as the court decides is reasonable.

9. EXTENSION OF RESTRAINTS DURING PERIODS OF VIOLATION. If I violate any non-competition or non-solicitation restraint specified in this Agreement, I agree that the period of the restrain shall not run during the period of the violation. I understand that the purpose of this paragraph is to give InfoGlide protection of the restraint for the full agreed-upon duration.

10. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon InfoGlide, its successors and assigns, and on me, my successors, assigns, heirs, executors, administrators and legal representatives.

11. REMEDIES. I understand that if I violate any provision of this agreement relating to Confidential Information, Work Product , non-competition, non-solicitation, or my duty to cooperate in matters relating to protection of intellectual property, InfoGlide will suffer immediate and irreparable injury. If I violate any of such provisions, I agree that, in addition to any other remedies that may apply, my strict compliance with this Agreement should be ordered by a court of competent jurisdiction, and InfoGlide is therefore entitled to preliminary and final injunctive relief to enforce this Agreement.

12. SEVERABILITY. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, such invalidity will not affect any other provision of this Agreement.

13. APPLICABLE LAW. This Agreement is to be interpreted in accordance with the substantive law of [specify state].

14. ENTIRE AGREEMENT. This Agreement represents the entire agreement between InfoGlide and me and supersedes all prior to contemporaneous oral or written agreements between us relating to this subject matter. This Agreement may not be amended or altered except by a writing signed by both parties.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT CAREFULLY, AND THAT I FULLY UNDERSTAND AND AGREE TO ALL ITS TERMS.

Paul Leury
[Signature of Employee]

Paul Leury
[Employee Name, print or type]

Employee Address:

4600 Seton Cntr Pkwy #113
Austin, TX 78759-5210

Employment Date:

Nov 11 1996

Date of this Agreement:

May 20 1997

Accepted by:

InfoGlide Corporation

By:

Jeff Haagvold
[Signature of Officer of Corporation]



Taylor Russell & Russell, P.C.

Intellectual Property Attorneys and Counselors at Law

4807 Spicewood Springs Road
Building One, Suite 1200
Austin, Texas 78759

Telephone: 512.338.4601
Facsimile: 512.338.4651
Internet: www.russell-law.com
doug@russell-law.com

July 10, 2001

VIA Certified Mail #7001 0320 0002 2445 9119
Return Receipt Requested

Mr. Paul Leury
1001 Hunter's Creek Drive
Cedar Park, TX 78613

CONFIDENTIAL--ATTORNEY/CLIENT COMMUNICATIONS

RE: **System and Method for Determining User Identity Fraud Using Similarity Searching**
Application No. 09/681,530
Filed: 4/24/01
Attorney Docket No. 800528

Dear Paul:

Enclosed is a copy of the above-referenced patent application papers, including specification description, claims, and drawings, as filed with the USPTO. Also enclosed are the Declaration and Assignment documents, which must be signed and dated by you as a requirement to complete the application filing.

Please note that the Assignment must be signed in the presence of and witnessed by a notary.

Please execute the Declaration and Assignment documents, and return the originals to my office by July 24, 2001, in the envelope provided. If you have any questions or concerns, please contact me.

Sincerely,

Douglas D. Russell

DDR/eh
Enclosures

cc: Gail Taylor Russell